

# Exhibit A To Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <a href="http://www.fara.gov/">http://www.fara.gov/</a>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <a href="http://www.fara.gov/">http://www.fara.gov/</a>.

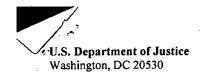
Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently

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Name and address of registrant     The Raben Group		2. Registration No.
		5732
3. Name of foreign principal Embassy of Mexico	4. Principal address of foreign principal 1911 Pennsylvania Ave NW Washington DC 20006	· .
5. Indicate whether your foreign principal is one of the follow	ing:	
➤ Foreign government		
Foreign political party	. •	
Foreign or domestic organization: If either, check	cone of the following:	
☐ Partnership	☐ Committee	
☐ Corporation	☐ Voluntary group	CR!
☐ Association	Other (specify):	2009 J
Individual-State nationality		APR 2
6. If the foreign principal is a foreign government, state:		S +
a) Branch or agency represented by the registrant Embassy of Mexico		2009 APR 24 PM 5: 27
<ul> <li>b) Name and title of official with whom registrant dea Ambassador</li> </ul>	als	27 I UNIT
7. If the foreign principal is a foreign political party, state:	- Alleria de Agranda d	44.
a) Principal address N/A		
b) Name and title of official with whom registrant dea	ıls	
c) Principal aim		

f the foreign principal is not a foreign government or a foreign political party,			
a) State the nature of the business or activity of this foreign principal.			
	•		
b) Is this foreign principal			
Supervised by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No	
Owned by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No	
Directed by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No	
Controlled by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No	
Financed by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No	
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No	
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If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign	n political party or	other fo	reign
If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign principal, state who owns and controls it.	n political party or	other fo	reign
If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign principal, state who owns and controls it.	n political party or	other fo	reign .
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If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign principal, state who owns and controls it.	n political party or	other fo	reign





# Exhibit B To Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <a href="http://www.fara.gov/">http://www.fara.gov/</a>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <a href="http://www.fara.gov/">http://www.fara.gov/</a>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

		<u> </u>
1. Name of Registrant	2. Registration No.	
The Raben Group		(到影)
	•	
		els.
3. Name of Foreign Principal		TR - 2
Embassy of Mexico		<u> </u>
1911 Pennsylvania Ave NW		<u> </u>
Washington DC 20006		27 UN
·		<b>X</b> 7

#### **Check Appropriate Boxes:**

- 4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

The Raben Group has a formal written contract (see attached) with Kuykendall & Associates, who directs and supervises our efforts on behalf of the foreign principal. The Raben Group is compensated for its services by funds provided to Kuykendall & Associates by the Government of Mexico.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Lobbying Congress and Policy Education to accomplish the implementation of the International Court of Justice ruling in the Avena Case, Mexico v. U.S., Please see attached agreement.

•	e activities the registrant eng						
Lobbying Congr preparation ar to #9 below.	ress, Policy Educat nd distribution of	ion, Preparation press releases.	of legisl Please se	ative supp e attached	ort materials agreement ar	;, id response	:
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<ol><li>Will the activities footnote below?</li></ol>	on behalf of the above fore  Yes 🗵 No	<u> </u>	litical activities	s as defined in S	ection 1(o) of the A	Act and in the	
•	I such political activities inc mployed to achieve this pur	-	ngs, the relation	ons, interests or	policies to be influ	enced together	with
International of America), nationals und multilateral state, known 'receiving st nationals of article 36 of detained fore	up's activities are Court of Justice is which considers the er art 36 of the Vitreaty that regulat as the 'sending state' - U.S One at the sending state, the VCCR, the authign national and a with respect to the	in Avena and Other obligations that tenna Convention tes and defines thate' - Mexico, in aspect of such conspectively the consul of the se	er Mexican It a state on Consula The activit Ithe terr Onsular act ose detainer ecciving	Nationals bears towa ar Relation cy of the co itory of an civity is t ed on crimi	(Mexico v United to the consular post other, known he protection nal charges.	fed States foreign VCCR is a of one as the of Under tbetween	3 A
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Date of Exhibit B	Name and Title Robert Raben, President		Sig	nature			
				luht	Tal		
Footnote: Political activity	y as defined in Section 1(0) of the A	act means any activity which th	e person engaging	in believes will, or	that the person intends t	o. in any way influe	ence

Footnote: Political activity as defined in Section 1(0) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

## AGREEMENT BETWEEN KUYKENDALL & ASSOCIATES, P.C. AND THE RABEN GROUP, LLC

This Agreement between Kuykendall & Associates, P.C. ("Kuykendall"), 531 Convent Avenue, Tucson, AZ 85701-2612, and The Raben Group, LLC ("The Raben Group"), 1640 Rhode Island Avenue, NW, Suite 600, Washington, DC 20036, Tax ID # 52-2296319, sea forth as follows:

- Kuykendall has retained the services of The Raben Group to develop and execute a federal lobbying
  and communications strategy relating to the enforcement of the Avena judgment of the International
  Court of Justice, following the decision of the U.S. Supreme Court in Medellin v. Texas. Katharine
  Huffman will serve as the primary representative of The Raben Group. Other Raben Group
  professionals will assist her as needed. Gregory J. Kuykendall will serve as the primary representative
  of Kuykendall.
- 2. The term of this Agreement is from 25 April, 2008 through 30 October, 2008.
- 3. Ms. Huffman, as the representative of The Raben Group, shall report directly to Greg Kuykendall and others as he directs. She will assist with the following activities:
  - Develop and execute a comprehensive lobbying and communications strategy directed at key members and staff at the White House, relevant federal agencies, congressional committees, and/or other opinion leaders and decision makers with an influence on the implementation of the Avena judgment.
  - Identify key constituent voices and third-party validators, or "grasstops," who will lend their critical support to our efforts.
  - Develop materials to support the lobbying and communications program, including (as appropriate) fact sheets, Hill briefings, Dear Colleagues, one-minute speeches and other communications vehicles.
  - Conduct regular strategy sessions with the client and other appropriate personnel.

Any work performed by The Raben Group outside of the responsibilities listed herein must be approved in advance by Mr. Kuykendall.

- 4. In consideration for these services, Kuykendall shall compensate The Raben Group in the amount of \$15,000 per month for the period from 25 April, 2008 through 30 October, 2008. In addition, Kuykendall will cover any project-related expenses (See (5.) below). Upon receipt and approval of its monthly invoice, payment will be made within 15 days.
- 5. The Raben Group will be reimbursed for any legitimate project-related expenses incurred in connection with this Agreement, including electronic research, meals, travel and incidentals. Payment will be effected by Kuykendall upon approval of expense report(s) supported by original receipts and invoices. Any expense in excess of \$100 will be pre-approved by Mr. Kuykendall.
- 6. The Raben Group shall indemnify and hold harmless Kuykendall, its officers and employees against all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly, arising out of, or as a result of any act or omission by The Raben Group, its employees, agents or subcontractors in the performance of this Agreement.
- 7. The Raben Group and its employees, agents and subcontractors agree to maintain confidentiality with respect to proprietary and confidential information it has obtained with respect to its work under this Agreement. Confidentiality shall survive the termination of the agreement.

- 8. This Agreement represents the totality of the agreement between the parties and may be modified and/or any provision thereof may be waived only by a writing signed by both parties.
- 9. Either party may terminate this Agreement with or without cause upon written notice; to which, each party agrees that when the Agreement is terminated, each party will fulfill the responsibilities it has committed to prior to the time notice of termination is given.
- 10. The parties agree to retain their senses of humor.

In Witness Whereof, the parties have signed or caused their duly authorized representatives to sign this Agreement on the dates stated below.

	Kuykendall & Associates, P.C.	The Ral	ben Group, LLC
BY:	Gregory F. Kuykendall Partner	BY:	Robert Raben President
DATE:	4/25/08	DATE:	

## AGREEMENT BETWEEN KUYKENDALL & ASSOCIATES, P.C. AND THE RABEN GROUP, LLC

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  - Identify key constituent voices and third-party validators, or "grasstops," who will lend their critical support to our efforts.
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	Kuykendall & Associates, P.C.	The Raben Group, LLC
ΒΫ́		BY Rul F Rul
	Gregory J. Kuykendall	Robert Raben
	Partner	President
DATE:		DATE: 1/9/09

## Congressional action is needed to ensure the safety of Americans abroad and to protect the international reputation of the United States

### Why is congressional action needed?

The Vienna Convention on Consular Relations, a treaty ratified by the United States and thus part of U.S. law, ensures the rights of foreign nationals to have access to consular assistance without delay and of consulates to assist their citizens abroad. The United States is currently in violation of its international treaty obligations in the cases of certain Mexican nationals. The International Court of Justice (ICJ) — which the United States designated as the court with jurisdiction to resolve international disputes regarding the Vienna Convention — has determined that the United States can remedy these violations by granting judicial hearings to determine whether prejudice resulted from the failure to provide consular access to the Mexican nationals named in the Avena case. In the U.S. Supreme Court's recent decision in *Medellín v. Texas*, the Court unanimously found that complying with the ICJ judgment is an international legal obligation of the United States. The Court then determined that Congress can act to implement this binding legal obligation across the United States.

### What would the proposed legislation do?

The proposed legislation would bring the United States into compliance with its international obligations by directing the federal courts to hold a review hearing in these cases to determine whether the defendants were prejudiced by their lack of consular access.

Congress must act without delay in order to fulfill the United States' treaty obligations and thus ensure the safety of Americans abroad, and to preserve the reputation of the United States as a reliable international partner that respects the rule of law.

As the Supreme Court observed, the reasons for implementing the ICJ decision are "plainly compelling." The consequences of non-compliance are potentially far-reaching: if the United States refuses to uphold its treaty obligations, other parties could invoke that non-compliance as justification for ignoring their obligations under the same treaty.

The security of Americans abroad is clearly and directly at risk. The Vienna Convention on Consular Relations is critical to the safety of Americans who travel, live and work in other countries around the world: missionaries, Peace Corps volunteers, tourists, business travelers, foreign exchange students, members of the military, U.S. diplomats, and countless others. Being detained by foreign authorities, especially in a country where one does not know the laws or language, can be extremely dangerous to Americans abroad. The United States thus insists that other countries grant Americans the right to consular access. For example, in 2001 when a U.S. Navy surveillance plane made an emergency landing in Chinese territory after colliding with a Chinese jet, the State Department cited the Vienna Convention in demanding immediate consular access to the plane's crew. Chinese authorities responded by granting consular visits to the crew members, who were detained in China for 11 days.

As a nation that believes in the rule of law, the United States must fulfill its undisputed treaty obligations in these cases. Failure to honor our universally-recognized treaty obligations will erode global confidence in the enforceability of the United States' international commitments across a broad range of subjects: foreign relations, international business dealings, trade and investment agreements, and other global affairs.

Congress should act promptly to adopt legislation implementing the limited remedies that will fulfill the nation's treaty obligations. The minor inconvenience to our federal courts of granting judicial review in the cases of a few dozen Mexican nationals pales in comparison to the threat to the security of American citizens abroad and the potential damage to our standing as a world leader that would result if the United States breaks its promise to live up to its international commitments.

For more information, please contact Katharine Huffman (<u>khuffman@rabengroup.com</u>, 202-466-2479) or William E. Moschella (<u>wmoschella@bhfs.com</u>, 202-652-2346).